

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

FURNISHED QUARTERS LLC,

Plaintiff,

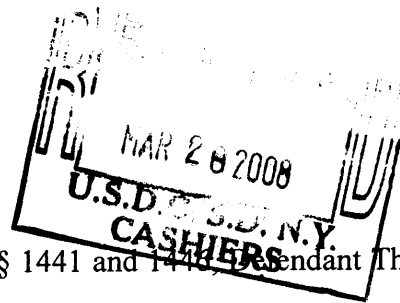
- against -

THE ST. PAUL FIRE AND MARINE INSURANCE
COMPANY,

Defendant.

JUDGE PRESKA
08 CV 2919
-CV-

NOTICE OF REMOVAL



PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1441 and 1442, Defendant The St. Paul Fire and Marine Insurance Company ("St. Paul"), hereby files this Notice of Removal of the above-captioned action to the United States District Court for the Southern District of New York from the Supreme Court of the State of New York, New York County, where the action is now pending under Index No. 603800/2007, and states:

1. On November 16, 2007, Plaintiff Furnished Quarters LLC. ("Plaintiff") commenced this action in the Supreme Court of the State of New York, New York County by filing a summons and complaint (the "Complaint") and the action is now pending in that court.
2. On February 22, 2008, the Complaint was served upon the New York State Department of Insurance. On February 27, 2008, St. Paul first received a copy of the Complaint.
3. This action is a civil action for declaratory judgment and breach of contract and the United States District Court for the Southern District of New York has jurisdiction by reason of the parties' diversity of citizenship.
4. Upon information and belief, Plaintiff is now, and at the time the action was commenced, a citizen of the State of New York. Plaintiff is a domestic corporation organized,

formed and existing under the laws of New York with its principal place of business located at 150 East 44th Street, New York 10017.

5. Defendant St. Paul is now, and at the time the action was commenced, a citizen of the state of Minnesota. Defendant is a corporation organized, formed and incorporated under the laws of Minnesota with its principal place of business located at 385 Washington Street, St. Paul, Minnesota 55102.

6. The amount in controversy in this action exceeds \$75,000 exclusive of interest and costs.

7. No change of citizenship of the parties has occurred since the commencement of the action.

8. Accordingly, this Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

9. A copy of all process, pleadings and orders served upon St. Paul is attached hereto as Exhibit "A" and filed with this notice.


10. This Notice of Removal is being filed within thirty (30) days after receipt by St. Paul of the initial pleading setting forth the claim for relief upon which the action is based and is timely pursuant to 28 U.S.C. § 1446(b).

11. Promptly after the filing of this Notice of Removal, St. Paul will give written notice thereof to Plaintiff's attorney of record and will file a copy of this Notice of Removal with the Clerk of the Supreme Court of the State of New York, New York County, thereby effecting removal of the Action pursuant to 28 U.S.C. § 1446(d).

WHEREFORE, since all of the prerequisites for diversity jurisdiction are present, St. Paul respectfully requests that this action proceed in the United States District Court for the Southern District of New York as an action properly removed to it.

Dated: New York, New York
March 20, 2008

LAZARE POTTER GIACOVAS
& KRANJAC LLP

By: 
Stephen M. Lazare (SL-2243)
Marci Goldstein (MDG-1951)

950 Third Avenue
New York, New York 10022
(212) 758-9300
slazare@lpgk.com
mgoldstein@lpgk.com
Attorneys for Defendant The St. Paul Fire
and Marine Insurance Company



CORPORATION SERVICE COMPANY®

Notice of Service of Process

TMM / ALL
Transmittal Number: 5624179
Date Processed: 02/27/2008

Primary Contact: Pamela Hoff
The Travelers Companies, Inc.
385 Washington Street, MC 515A
Saint Paul, MN 55102

Copy of transmittal only provided to: SOP Coordinator

Entity:	St. Paul Fire and Marine Insurance Company Entity ID Number 1722063
Entity Served:	St. Paul Fire and Marine Insurance Company
Title of Action:	Furnished Quarters, LLC vs. The St. Paul Fire & Marine Insurance Company
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court:	Supreme Court, County New York, New York
Case Number:	603800/07
Jurisdiction Served:	New York
Date Served on CSC:	02/26/2008
Answer or Appearance Due:	30 Days
Originally Served On:	State of New York Insurance Department on February 22, 2008
How Served:	Regular Mail
Plaintiff's Attorney:	Paul Kovner 212-953-2381

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

STATE OF NEW YORK
INSURANCE DEPARTMENT
One Commerce Plaza
Albany, NY 12257

STATE OF NEW YORK
Supreme Court, County of New York

.....
Furnished Quarters, LLC

603800/07

against

Plaintiff(s)

St. Paul Fire and Marine Insurance Company

Defendant(s)

.....
RE : St. Paul Fire and Marine Insurance Company

Attorney for Plaintiff(s) and Defendant please take notice as follows:

Sirs :

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon me of Summons and Verified Complaint in the above entitled action on February 22, 2008 at Albany, New York. The \$40 fee is also acknowledged.

Original to Attorney for Plaintiff(s) :

Rubin, Fiorella & Friedman, LLP
Attorneys at Law
292 Madison Avenue, 11th Floor
New York, New York 10017

Pursuant to the requirement of section 1212 of the Insurance Law, Defendant is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant :

Corporation Service Company
St. Paul Fire and Marine Insurance Company
80 State Street
Albany, New York 12207



by Clark J. Williams
Special Deputy Superintendent

Dated Albany, New York, February 22, 2008

427860 C.A.#190011

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
FURNISHED QUARTERS, LLC,

Plaintiff,

-against-

THE ST. PAUL FIRE & MARINE INSURANCE
COMPANY,

Defendant.

Index No.: 603800 | 07

Date Purchased:

NOV 16 2007

SUMMONS

Plaintiff designates
New York County as the
Place of trial.

The basis of venue is:

Plaintiff has an office at:
150 East 44th Street
New York, New York 10017

-----X
To the above named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 13, 2007

RUBIN, FIORELLA & FRIEDMAN LLP

Paul Kovner

Paul Kovner, Esq. *(J. Kovner)*
Attorneys for Plaintiff *JK*
Furnished Quarters, LLC
292 Madison Avenue, 11th Floor
New York, New York 10017
(212) 953-2381
Our File No.: 508-5344

Defendant's Address:
C/o Secretary of State.

NEW YORK
7685 Grandville E COUNTY CLERK'S OFFICE
Dearborn MI 48120

NOV 16 2007

NOT COMPARED
WITH COPY FILED

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
FURNISHED QUARTERS, LLC,

Index No.: 603800/07

VERIFIED
COMPLAINT

Plaintiff,

- against -

THE ST. PAUL FIRE & MARINE INSURANCE
COMPANY,

Defendant.
-----X

Plaintiff, Furnished Quarters, LLC ("Furnished Quarters"), by its attorneys, RUBIN, FIORELLA & FRIEDMAN LLP, as and for its complaint alleges upon information and belief, as follows:

1. This action seeks to compel defendant, The St. Paul fire & Marine Insurance Company ("St. Paul"), to fully honor its contractual obligations under a policy of insurance issued to plaintiffs. Despite a claim having been made for which St. Paul owes Furnished Quarters defense and indemnity, St. Paul has arbitrarily denied coverage without a valid or arguable factual or legal basis. Through this suit, plaintiff seeks to remedy St. Paul's improper actions.

2. Plaintiff, Furnished Quarters, is a domestic business corporation duly organized and existing under the laws of the State of New York.

3. Defendant St. Paul, upon information and belief, is a corporation duly organized and existing pursuant to the laws of the State of Minnesota, with its principal place of business in New York, New York. St. Paul is authorized to do business in the State of New York.

4. M-1 Property LLC (hereafter "M-1") was and still is a Limited Liability Company existing pursuant to the laws of the State of New York.

5. On or about June 2002, St. Paul issued a Commercial General Liability insurance policy to Furnished Quarters, its insured. The Policy covers the period from June 1, 2002 to June

1, 2003.

6. Furnished Quarters performed work on a building located at 316 East 63rd Street, New York, New York (hereafter the "building") owned by M-1.

7. On or about July 8, 2004, Furnished Quarters first became aware of the underlying incident upon receipt of a Notice of Subrogation letter from the law office of Gwertzman, Lefkowitz & Burman (hereafter "Notice of Subrogation").

8. On July 13, 2004, Furnished Quarters forwarded the Notice of Subrogation to St. Paul.

9. On or about October 8, 2004, a lawsuit was commenced by Greater New York Mutual Insurance Company as subrogee of M-1. The lawsuit alleges that Furnished Quarters' negligence contributed to a water loss in the building, which formed the basis of the underlying action. Greater New York Mutual Insurance Company's suit naming Furnished Quarters, filed on or about October 8, 2004, is entitled Greater New York Mutual Insurance Company as subrogee of M-1 Property LLC and all other named insureds under policy number 1131M87907 v. Furnished Quarters LLC, Index No.: 114340/04, Supreme Court of the State of New York, County of New York (Hereafter the "M-1 Action").

10. The Notice of Subrogation sent to St. Paul by Furnished Quarters prior to the commencement of the M-1 Action was timely, because Furnished Quarters in good faith did not reasonably believe liability would result from the occurrence.

11. St. Paul cannot legitimately avoid its obligation to honor the Policy it issued to Furnished Quarters which includes providing Furnished Quarters with a defense and indemnity in the M-1 Action.

FIRST CAUSE OF ACTION
(Breach of Contract)

12. Plaintiffs repeat and reallege the allegations contained in Paragraph "1" through "11" as if fully set forth herein.

13. Furnished Quarters fully performed its obligations under the Policy including giving timely notice of M-1's claim.

14. St. Paul's conduct in denying defense and indemnity to Furnished Quarters in the M-1 Action constitutes a material breach of the Policy terms, which Policy is a binding contractual agreement. St. Paul's actions additionally violate the duty of good faith and fair dealing that attaches to all agreements.

15. As a direct and proximate result of St. Paul's breach of contract, Furnished Quarters has been damaged in an amount to be determined at trial.

SECOND CAUSE OF ACTION
(Declaratory Judgment)

16. Plaintiff repeats and realleges the allegations contained in Paragraph "1" through "15" as if fully set forth herein.

17. St. Paul, for valuable consideration (payment of the insurance premium), agreed to provide indemnity within the Policy limits, for all sums which Furnished Quarters become legally obligated to pay as damages because of property damage to which the Policy applies. St. Paul also agreed to defend Furnished Quarters against any suit seeking damages for bodily injury to which the

Policy applies.

18. Furnished Quarters has been sued because of property damage M-1's subrogee alleges M-1 sustained and Furnished Quarters contends the Policy applies and that they have fully and faithfully fulfilled all the Policy conditions in connection with the claim made against them in the M-1 Action. St. Paul, in contrast, baselessly seeks to avoid its obligations under the Policy by denying Furnished Quarters defense and indemnity in connection with the M-1 Action on the grounds of late notice of the occurrence.

19. An actual, justiciable controversy within the meaning of New York Civil Practice Law and Rules § 3001 exists between plaintiffs and defendant as to St. Paul's coverage obligation for the M-1 Action therefore requests that the Court declare the rights of the parties under the Policy.

WHEREFORE, plaintiffs respectfully request that the Court enter judgment:

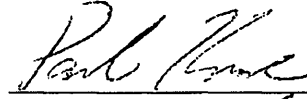
1. On the First Cause of Action, awarding against defendant St. Paul damages in an amount to be determined at trial.
2. On the Second Cause of Action, issuing a declaratory judgment declaring that St. Paul owes Furnished Quarters a defense and indemnity in the M-1 Action.
3. Awarding to plaintiff interest and the costs and expenses in this action including attorneys' fees.

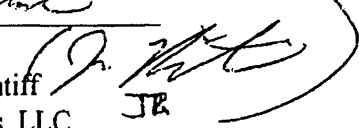
4. Awarding to plaintiffs such other and further relief as the Court deems just and proper.

Dated: New York, New York
November 13, 2007

Yours, etc.,

RUBIN, FIORELLA & FRIEDMAN LLP



Paul Kovner, Esq. 
Attorneys for Plaintiff
Furnished Quarters, LLC
292 Madison Avenue, 11th Floor
New York, New York 10017
(212) 953-2381
Our File No.: 508-5344

TO:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
FURNISHED QUARTERS, LLC,

Index No.:

ATTORNEY VERIFICATION

Plaintiff,

- against -

THE ST. PAUL FIRE & MARINE INSURANCE COMPANY,

Defendant.
-----X


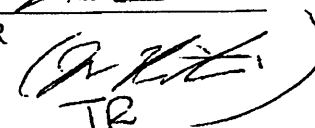
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

PAUL KOVNER, an attorney duly admitted to practice law before the Courts of the State of New York, affirms the truth of the following upon information and belief and with knowledge of penalties for perjury.

1. Affirmant is a member of the law firm of RUBIN, FIORELLA & FRIEDMAN LLP, attorneys for Plaintiff, **Furnished Quarters, LLC** in the within action.
2. Affirmant has read the foregoing Verified Complaint, knows the contents thereof, and the same are true to affirmant's knowledge, except as to those matters stated to be alleged upon information and belief, and as to those matter affirmant believes them to be true.
3. Affirmant further states that the reason this affirmation is made by the undersigned and not by the party is such that such party does not reside or has a place of business in the county where affirmant maintains its offices.

4. The grounds of affirmant's belief as to all matters not stated to be upon affirmant's knowledge are documents, papers and data contained in the file pertaining to this matter.

Dated: New York, New York
November 13, 2007


PAUL KOVNER

JR

Index No. 603800/07
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

FURNISHED QUARTERS, LLC,

Plaintiff,

-against-

THE ST. PAUL FIRE & MARINE INSURANCE COMPANY,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

RUBIN, FIORELLA & FRIEDMAN LLP

Attorneys for Plaintiff
FURNISHED QUARTERS, LLC
Office and Post Office Address
292 Madison Avenue, 11th Floor
New York NY 10017
212-953-2381

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: Signature _____

PLEASE TAKE NOTICE

☐
Notice of
Entry

that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on

☐
Notice of

that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,
at
on

Dated:

RUBIN, FIORELLA & FRIEDMAN LLP
Attorneys for Defendant(s) -
FURNISHED QUARTERS, LLC

STATE OF NEW YORK
INSURANCE DEPARTMENT
ONE COMMERCE PLAZA
ALBANY, NY 12257



Form 229

Corporation Service Company
St. Paul Fire and Marine Insurance
Company
80 State Street
Albany, NY 12207